

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 5</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">01</div>		3. EFFECTIVE DATE <div style="text-align: center;">01-Mar-2017</div>		4. REQUISITION/PURCHASE REQ. NO. 1300533829-0001		5. PROJECT NO.(If applicable)	
6. ISSUED BY US NAVY SPAWARSSYSCEN ATLANTIC CHARLESTON PO BOX 190022 2.0 CONTRACTS 843-218-3986 TRACIE.EVANS@NAVY.MIL NORTH CHARLESTON SC 29419-9022		CODE <div style="text-align: center;">N65236</div>		7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE <div style="text-align: center;">S2404A</div>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL DYNAMICS INFORMATION TECH., INC. GOVERNMENT REPRESENTATIVE 3211 JERMANTOWN ROAD FAIRFAX VA 22030-2844				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-06-D-0012-V706			
				X 10B. DATED (SEE ITEM 13) 28-Feb-2017			
CODE 07MU1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: evanstr171264 The purpose of this modification is to correct the Period of Performance and incorporate the Status of Forces Agreement (SOFA) - Japan. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TRACIE EVANS / CONTRACT SPECIALIST TEL: 843-218-3986 EMAIL: traci.evans@navy.mil			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <div style="border: 1px solid black; padding: 2px; display: inline-block;">(b)(6)</div> (Signature of Contracting Officer)		16C. DATE SIGNED <div style="text-align: center;">01-Mar-2017</div>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 9051 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 28-FEB-2017 TO 27-FEB-2018	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 9061 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 28-FEB-2017 TO 27-FEB-2018	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 9062 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 28-FEB-2017 TO 27-FEB-2018	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 9151 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 28-FEB-2018 TO 27-FEB-2019	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 9161 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 28-FEB-2018 TO 27-FEB-2019	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 9162 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 28-FEB-2018 TO 27-FEB-2019	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

SOFA - JAPAN

STATUS OF FORCES AGREEMENT (SOFA) - JAPAN

The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States armed forces in Japan. Certain contractor employees may be accorded status under SOFA Article I(b) with potential eligibility for logistic support. Except as provided in the SOFA, contractor employees granted Article I(b) status under the SOFA are subject to the laws and regulations of Japan. Contractor employees performing services in Japan for over 90 days will require a work visa from the Government of Japan if not granted Article I(b) status under the SOFA. It is the sole responsibility of the Contractor to ensure compliance with Japanese law. The Contractor shall comply with the instruction of the Contracting Officer concerning the entry of its employees, equipment, and supplies into Japan, and shall comply with all applicable Japanese laws and regulations as well United States Forces, Japan (USFJ) and USFJ component policies and regulations during the performance of this contract.

SOFA ARTICLE I(b) STATUS

(a) SOFA Article I(b) status. Civilian persons of United States Nationality, who are in the employ of, serving with, or accompanying the United States armed forces in Japan, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the corporation employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

- (1) United States nationals,
- (2) not ordinarily resident in Japan (or if ordinarily resident in Japan, receive permission from the GOJ to change status following the procedures set out in USFJI 36-2611, Changes of Status by Person in Japan to One of the Categories Authorized by the Status of Forces Agreement), and
- (3) not persons mentioned in paragraph 1 of SOFA Article XIV.

(b) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I(b) privileges and benefits will be provided to each employee. Contractor shall identify all contractor personnel eligible for SOFA Article I(b) status in writing to the Contracting Officer.

(c) SOFA Article I(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee and do not inure to the employer.

- (1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan in accordance with SOFA Article V, paragraph 2;
- (2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens in accordance with SOFA Article IX. Contractor employees shall at all times be in possession of appropriate documentation issued by the United States authorities to verify status;
- (3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle in accordance with SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;
- (4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices in accordance with SOFA Article XI, paragraphs 2 and 3;
- (5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment in accordance with SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;
- (6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces in accordance with SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;
- (7) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance in accordance with SOFA Article XIX, paragraph 2;

(8) Exemption from taxation in Japan on the holding, use, transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(9) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

LOGISTIC SUPPORT

Contractor personnel granted SOFA Article I(b) status, may, if specified as government-provided support in the contract; and subject to availability as determined by the installation commander or designee, be provided logistic support including, but not limited to, the items below:

- (a) Navy, Base or Post Exchange, exchange service stations, theaters, and commissary;
- (b) Laundry and dry cleaning;
- (c) Military banking facilities;
- (d) Transient billeting facilities;
- (e) Open mess (club) membership, as determined by each respective club;
- (f) Casualty assistance (mortuary services) on a reimbursable basis;
- (g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;
- (h) Dental care, limited to relief of emergencies on a reimbursable basis;
- (i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;
- (j) Postal support, as authorized by military postal regulations;
- (k) Local recreation services on a space-available basis;
- (l) Issuance of U.S. Forces, Japan Operator's Permit;
- (m) Issuance of vehicle license plates.

(End of Summary of Changes)